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Attorneys for Franco-Nevada U.S. Corporation

UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEVADA

In re:

RODEO CREEK GOLD INC.,

- ☐ Affects this Debtor
- ☒ Affects all Debtors
- ☐ Affects Hollister Venture Corporation
- ☐ Affects Touchstone Resources Company
- ☐ Affects Antler Peak Gold, Inc.

Case No.: 13-50301-MKN
Chapter 11

Joint Administration with:
13-50302; 13-50303; 13-50304

**OBJECTION TO PROPOSED CURE
AMOUNT**

Hearing Date: May 2, 2013
Hearing Time: 1:30 p.m. Pacific Time
Courtroom: 2

Franco-Nevada U.S. Corporation (“**Franco-Nevada**”), by and through its counsel of record, hereby files its objection to the cure amount proposed within the *Notice of Possible Sale, Assumption, and Assignment of Certain Unexpired Leases and Executory Contracts and Sale Hearing* (the “**Notice**”). ECF No. 121.

As stated in Franco-Nevada’s *Reservation of Rights Regarding Debtors’ Motion to Sell Assets*, ECF No. 51, and in Franco-Nevada’s *Limited Opposition to Debtors’ Motion for Entry of Final Order (I) Authorizing the Debtors to (A) Obtain Postpetition Financing, (B) Use Cash Collateral, and (C) Grant Lines, Including Priming Liens and Superpriority Claims and (II)*

1 *Granting Adequate Protection*, ECF No. 163, Franco-Nevada asserts that its landowner's royalty
 2 stands as a separate property interest which is not part of the Debtors' bankruptcy estates. As
 3 such, Franco-Nevada's Landowner's Royalty is not an executory contract which may be rejected,
 4 cured, assumed, assigned, or affected in any way by these bankruptcy proceedings. The
 5 arguments made within the above-referenced pleadings are incorporated herein by this reference.

6 Furthermore, according to the Notice, the Debtors propose to pay Franco-Nevada
 7 \$617,836.00 to cure the Debtors' defaults in royalty payments owed to Franco-Nevada. Should
 8 the Court find that Franco-Nevada's interest is not an executory contract, Franco-Nevada objects
 9 to the proposed cure amount, and asserts that, while currently undetermined, the appropriate cure
 10 amount is the subject of the dispute between the Debtors and Franco-Nevada and will be
 11 determined by the Court during the course of these proceedings.

12 Dated this 9th day of April, 2013.

13 Respectfully submitted by:

14 **LIONEL SAWYER & COLLINS**

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